

USAC / SLD Appeal
Cincinnati City School Dist - BEN 129871

September 25, 2014

SLD Appeals – *Submitted Online*
Schools and Libraries Division — Correspondence Unit
100 South Jefferson Road
P.O. Box 902
Whippany, New Jersey 07981

Re: Letter of Appeal - Case #22-675661 (*filed electronically*)

Note that this Appeal is closely related to an SLD Appeal for FY2014 that references the same contract and contains some of the same arguments. That appeal was filed online under Case # 22-671325 on September 5, 2014.

Contact Information:

Contact Person Name:	Bernice Riga
Contact Person Phone:	513-363-0366
Contact Person Fax:	513-363-0381
Contact Person E-Mail:	ribaber@cpsboe.k12.oh.us

Other Required Information:

Funding Year:	2012-2013 & 2013-2014
Applicant Name:	Cincinnati City School District
Billed Entity # :	129871
Form 471 Application#:	868322 & 930434
FRN #	2366713 & 2542063
Service Provider Name	Cincinnati Bell Telephone LLC (OH)
Service Provider SPIN:	143001687

SLD action being appealed

We are appealing two COMAD (Commitment Adjustment Letters) that are both dated July 29, 2014. These letters address two consecutive years of the same contract for Internet Access. The overall description of both COMADs is "Bidding Violation". The full explanations from the COMADs are much longer and will be addressed point-by-point in our detail section below.

Background and basis for this appeal

Cincinnati Public Schools (CPS), like many other school districts, has been faced with drastically increasing requirements for Internet capacity. This need for rapid expansion is one of the main factors in the FCC's E-Rate Modernization effort that is now underway. In FY2012, CPS posted a Form 470 for Internet Access and subsequently signed a multi-year contract with Cincinnati Bell Telephone (CBT) that provided an initial connection speed of 700Mbps and allowed for

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growth up to 1Gbps. Based on that initial contract CPS submitted Funding Requests in FY2012 and FY2013. The speeds and costs are shown in the table below. The original instructions to bidders and the resulting contract did contain language that allowed CPS to upgrade both the speed and the cost. The FRNs for the first two years (2012 and 2013) were approved after PIA review.

Funding Year	471 App Number	FRN	Orig R Monthly Cost	Original Annual Pre-Disc Cost	Disc	Original Annual Commit	Bandwidth	COMAD Amount
2012	868322	2366713	\$ 8,900	\$ 106,800	81	\$ 86,508	700mbs	\$ 86,508
2013	930434	2542063	\$ 12,000	\$ 144,000	81	\$ 116,640	1Gbs	\$116,640

Following a Selective Review process for FY2014, CPS received two COMAD letters that effectively revoked our FY2012 and FY2013 FRNs for this service. Those COMADs are being appealed here.

Details of COMAD for 2012

The COMAD letter for the first year (2012) gives only one reason as shown below:

After multiple requests for documentation and application review it has been determined that this funding commitment must be rescinded in full. You certified that you reviewed and complied with all FCC, state and local procurement/competitive bidding requirements. The FRN is denied due to a competitive bidding violation. FCC Rules require applicants to carefully consider all bids submitted and to choose the most cost effective solution. Documentation provided demonstrates that the applicant did not consider all of the bids that were submitted. During review you indicated that you received two bids for the services requested in the FRN from Windstream and Cincinnati Bell. You indicated the bid from Windstream was not considered. You stated, "Windstream did not submit a bid for the specific bandwidth we had requested, although they had previously stated in an email that they would. Our bid review team did not feel it was appropriate to consider their **bid ...** " The FCC Form 470 cited as the establishing FCC Form 470 requests "Internet Access" and does not contain any specific bandwidth requirement. Thus, you inappropriately disqualified the bid from Windstream from consideration. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

CPS Response: *We disagree.* For several valid business reasons, the Windstream proposal was not evaluated. It was indeed received and considered but was not evaluated for two primary reasons:

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- a. Windstream did not provide pricing for 300Mbps service. Even though the Form 470 only requests "Internet Access" and does not contain any specific bandwidth requirement, CPS sent written communications to both vendors asking for specific pricing for several speeds, including 300mps (see below) in order to help perform a fair evaluation. We believe that this demonstrates our intent to increase the speed of the service over time and it also demonstrates our intent to perform an open and fair competition. Both vendors rec'd the following via email (also included as Attachment C):

FCC 470 Internet Services

Internet Services are currently provided through a 300 Mbps connection. We are not necessarily trying to upgrade the connection speed, just opening bids for providing the service. However, bidders are encouraged to submit a scaling bid including multiple offered speeds at 300 Mbps or above with individual rates and features so that we may determine the best value for service offering.

- b. More importantly, the Windstream bid did not include all of the costs. Because of the text below, which was included in their proposal, we could not assign an installation cost to their proposal. The statement below leaves the district liable for a potentially large one-time cost that could include trenching, permits and other expensive and time-consuming tasks, as well as a bid protest from its competitor whose bid specifically said there were no installation costs. This information was included in the documents provided to the SRIR reviewer and is included below in full as Attachment D.

From Page 10 of the Bid Submissions (Att D):

"These Bid rates are inclusive of a best estimate of construction costs at the time of the proposal but there is still an opportunity for additional construction and build costs. These costs would be identified prior to any construction beginning and the details shared with the customer for review and acceptance."

Details of COMAD for 2013

The COMAD letter for the second year (2013) gives an additional reason as shown below:

In addition, the review determined the applicant failed to comply with the FCCs competitive bidding requirements. On January 10, 2012, the applicant posted an FCC Form 470 on the USAC web site and, after waiting 28 days, entered into a five year contract with the service provider.

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Cincinnati City School Dist - BEN 129871

When the services being requested and/or the price of the original contract are significantly modified, the services must be posted on a new FCC Form 470 so that the modified services can be competitively bid. You submitted an addendum to the original contract for this FRN which covers Funding Year 2013 which changed the bandwidth speed of the contract from 700 mbps to 1000 mbps and the amount of the contract was changed from \$8,000/month to \$12,000/month. These are cardinal changes to the original contract which must be re-bid. However, the establishing FCC Form 470 cited for this FRN is the Form 470 that established the original contract. Since the applicant failed to post a new FCC Form 470 before making cardinal changes to the services in the contract and, therefore, failed to comply with the competitive bidding requirements, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

CPS Response: We strongly disagree. We did provide an Addendum that exercised our option to increase the bandwidth and the monthly cost, but the Addendum was based on a clause in the original contract that specifically allowed for expansion up to 1Gbps (see page 3 of Att B). CPS was well within the scope of the original competitive process in making this upgrade under the original Form 470 and contract.

Summary and Requested Action:

We have already started planning a new competitive process for FY2015 based on the district's plans for expanded Internet Access and to address SLD's concerns. However, we feel that the complete recovery of our FRNs because of SLD's stated reasons is incorrect and unfair. The financial impact of these decisions is over \$200k. This represents a huge financial burden to our district.

We request SLD to reconsider these COMADs and re-instate our funding in full for FY2012 and FY2013.

Sincerely,

(filed electronically via SLD website)

Bernice Riga
ITM & E-Rate Administrator
Information Technology Management
Cincinnati Public Schools
Telephone: 513-363-0366
FAX: 513-363-0381
rigaber@cpsboe.k12.oh.us

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Cincinnati City School Dist - BEN 129871

Included below:

- Att A-1: SLD COMAD Letter for FY2012 Dated July 29, 2014 – 4 pages
- Att A-2: SLD COMAD Letter for FY2013 Dated July 29, 2014 – 4 pages
- Att B: Internet Contract 101873 with Cincinnati Bell Telephone (CBT) – 9 pages
- Att C: Form 470 Bidder's Instructions – 1 page
- Att D: Bid Submissions from CBT and Windstream – 13 pages
- Att E: LOA for E-Rate Professionals – consultant assisting with appeal process



Schools and Libraries Division

Notification of Commitment Adjustment Letter

Funding Year 2012: July 1, 2012 - June 30, 2013

July 29, 2014

Bernice Riga
CINCINNATI CITY SCHOOL DIST
2651 BURNET AVENUE, PO BOX 5381
CINCINNATI, OH 45201 5381

Re: Form 471 Application Number:	868322
Funding Year:	2012
Applicant's Form Identifier:	FUSE.2012.13
Billed Entity Number:	129871
FCC Registration Number:	0011609062
SPIN:	143001687
Service Provider Name:	Cincinnati Bell Telephone LLC (OH)
Service Provider Contact Person:	Kimberlea Taylor

Our routine review of Schools and Libraries Program (Program) funding commitments has revealed certain applications where funds were committed in violation of Program rules.

In order to be sure that no funds are used in violation of Program rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see "Red Light Frequently Asked Questions (FAQs)" posted on the FCC website at http://www.fcc.gov/debt_collection/faq.html.

TO APPEAL THIS DECISION:

You have the option of filing an appeal with USAC or directly with the Federal Communications Commission (FCC).

If you wish to appeal the Commitment Adjustment Decision indicated in this letter to USAC your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Number(s) (FRN) you are appealing. Your letter of appeal must include the
 - Billed Entity Name,
 - Form 471 Application Number,
 - Billed Entity Number, and
 - FCC Registration Number (FCC RN) from the top of your letter.
3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
100 S. Jefferson Rd.
P. O. Box 902
Whippany, NJ 07981

For more information on submitting an appeal to USAC, please see the "Appeals Procedure" posted on our website.

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted on our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. See the "Guide to USAC Letter Reports" posted at <http://usac.org/sl/tools/reference/guide-usac-letter-reports.aspx> for more information on each of the fields in the Report. USAC is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on the FRN(s), a separate letter will be sent to the service provider detailing the necessary service provider action.

Note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Review the Funding Commitment Adjustment Explanation in the attached Report for an explanation of the reduction to the commitment(s). Please ensure that any invoices that you or your service provider(s) submits to USAC are consistent with Program rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Division
Universal Services Administrative Company

cc: Kimberlea Taylor
Cincinnati Bell Telephone LLC (OH)

Funding Commitment Adjustment Report for
Form 471 Application Number: 868322

Funding Request Number:	2366713
Services Ordered:	INTERNET ACCESS
SPIN:	143001687
Service Provider Name:	Cincinnati Bell Telephone LLC (OH)
Contract Number:	101873
Billing Account Number:	513Q13-0140140
Site Identifier:	129871
Original Funding Commitment:	\$86,508.00
Commitment Adjustment Amount:	\$86,508.00
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date	\$86,508.00
Funds to be Recovered from Applicant:	\$86,508.00
Funding Commitment Adjustment Explanation:	

After multiple requests for documentation and application review it has been determined that this funding commitment must be rescinded in full. You certified that you reviewed and complied with all FCC, state and local procurement/competitive bidding requirements. The FRN is denied due to a competitive bidding violation. FCC Rules require applicants to carefully consider all bids submitted and to choose the most cost effective solution. Documentation provided demonstrates that the applicant did not consider all of the bids that were submitted. During review you indicated that you received two bids for the services requested in the FRN from Windstream and Cincinnati Bell. You indicated the bid from Windstream was not considered. You stated, "Windstream did not submit a bid for the specific bandwidth we had requested, although they had previously stated in an email that they would. Our bid review team did not feel it was appropriate to consider their bid..." The FCC Form 470 cited as the establishing FCC Form 470 requests "Internet Access" and does not contain any specific bandwidth requirement. Thus, you inappropriately disqualified the bid from Windstream from consideration. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.



Schools and Libraries Division

Notification of Commitment Adjustment Letter

Funding Year 2013: July 1, 2013 - June 30, 2014

July 29, 2014

Bernice Riga
CINCINNATI CITY SCHOOL DIST
2651 BURNET AVENUE, PO BOX 5381
CINCINNATI, OH 45201 5381

Re: Form 471 Application Number:	930434
Funding Year:	2013
Applicant's Form Identifier:	FUSE and Gaggle 2013.14
Billed Entity Number:	129871
FCC Registration Number:	0011609062
SPIN:	143001687
Service Provider Name:	Cincinnati Bell Telephone LLC (OH)
Service Provider Contact Person:	Kimberlea Taylor

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 - Billed Entity Name,
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 - FCC Registration Number (FCC RN) from the top of your letter.
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100 S. Jefferson Rd.
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FUNDING COMMITMENT ADJUSTMENT REPORT

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Schools and Libraries Division
Universal Services Administrative Company

cc: Kimberlea Taylor
Cincinnati Bell Telephone LLC (OH)

Funding Commitment Adjustment Report for
Form 471 Application Number: 930434

Funding Request Number:	2542063
Services Ordered:	INTERNET ACCESS
SPIN:	143001687
Service Provider Name:	Cincinnati Bell Telephone LLC (OH)
Contract Number:	101873
Billing Account Number:	513Q-13-0140140
Site Identifier:	129871
Original Funding Commitment:	\$116,640.00
Commitment Adjustment Amount:	\$116,640.00
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date	\$0.00
Funds to be Recovered from Applicant:	\$0.00
Funding Commitment Adjustment Explanation:	

After multiple requests for documentation and application review it has been determined that this funding commitment must be rescinded in full. You certified that you reviewed and complied with all FCC, state and local procurement/competitive bidding requirements. The FRN is denied due to a competitive bidding violation. FCC Rules require applicants to carefully consider all bids submitted and to choose the most cost effective solution. Documentation provided demonstrates that the applicant did not consider all of the bids that were submitted. During review you indicated that you received two bids for the services requested in the FRN from Windstream and Cincinnati Bell. You indicated the bid from Windstream was not considered. You stated, "Windstream did not submit a bid for the specific bandwidth we had requested, although they had previously stated in an email that they would. Our bid review team did not feel it was appropriate to consider their bid..." The FCC Form 470 cited as the establishing FCC Form 470 requests "Internet Access" and does not contain any specific bandwidth requirement. Thus, you inappropriately disqualified the bid from Windstream from consideration. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

In addition, the review determined the applicant failed to comply with the FCCs competitive bidding requirements. On January 10, 2012, the applicant posted an FCC Form 470 on the USAC web site and, after waiting 28 days, entered into a 5-year contract with the service provider. When the services being requested and/or the price of the original contract are significantly modified, the services must be posted on a new FCC Form 470 so that the modified services can be competitively bid. You submitted an addendum to the original contract for this FRN which covers Funding Year 2013 which changed the bandwidth speed of the contract from 700 mbps to 1000 mbps and the amount of the contract was changed from \$8,900/month to \$12,000/month. These are cardinal changes to the original contract which must be re-bid. However, the establishing FCC Form 470 cited for this FRN is the Form 470 that established the original contract. Since the applicant failed to post a new FCC Form 470 before making cardinal changes to the services in the contract and, therefore, failed to comply with the competitive bidding requirements, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.



ADDENDUM #120967.1
TO
FUSE DEDICATED INTERNET ACCESS SERVICE AGREEMENT #101873
BETWEEN
CINCINNATI BELL TELEPHONE COMPANY LLC
&
THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
OF THE CITY OF CINCINNATI

This Addendum is made and entered into between CINCINNATI BELL TELEPHONE COMPANY LLC, an Ohio limited liability company, on behalf of itself and its affiliates, with its principal place of business at 221 East Fourth Street, Cincinnati, Ohio 45202 (collectively "Cincinnati Bell") and THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF CINCINNATI, a(n) _____ corporation, with its principal place of business at 2651 Burnet Avenue, Cincinnati, Ohio 45219 ("Customer"). This Addendum shall be attached to and is hereby incorporated by reference into the FUSE Dedicated Internet Access Service Agreement #101873 executed on or about March 13, 2012 (the "Agreement") and all Addendums thereto executed by Cincinnati Bell and Customer.

WHEREAS, Cincinnati Bell and Customer desire to amend the Agreement in the manner and on the terms set forth herein;

WHEREAS, for the purposes of and for the services described in this Addendum only, the following terms and conditions are in addition to those of the Agreement and apply;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cincinnati Bell and Customer hereby agree that the Agreement shall be and hereby is amended as follows:

1. The Agreement, Section 3 ("Rates and other Charges") is hereby amended to DELETE the rate shown below due to upgrade.

<u>Service Description</u>	<u>Monthly Price</u>	<u>One-Time / Installation Price</u>
700 Mbps FUSE Dedicated Internet Access	\$8,900.00	\$0.00

2. The Agreement, Section 3 ("Rates and other Charges") is hereby amended to ADD the rate shown below due to upgrade.

<u>Service Description</u>	<u>Monthly Price</u>	<u>One-Time / Installation Price</u>
1000 Mbps FUSE Dedicated Internet Access	\$12,000.00	\$0.00

Notes:

- Term → Coterminous with the Agreement expiration date.

3. Except to the extent modified herein, all other terms and conditions of the Agreement, and all Addendums thereto, shall remain unchanged and in full force and effect.

(Signature Page To Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the last signature date(s) below ("Effective Date"), and the persons signing represent that they are duly authorized to execute this Addendum.

**THE BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF THE CITY OF
CINCINNATI**

By: Diana C. Whitt
(Signature)
Name: Diana C. Whitt
Title: Treasurer/CFO
Date: 3/14/13

CINCINNATI BELL TELEPHONE COMPANY LLC

By: Steven A. Meek
(Signature)
Name: Steven A. Meek
Title: Sales VP
Date: 2-28-13



FUSE DEDICATED INTERNET ACCESS SERVICE AGREEMENT #101873

This FUSE Dedicated Internet Access Service Agreement (the "Agreement"), is made as of the 29th day of February 2012, by and between Cincinnati Bell Telephone Company LLC ("CBT"), an Ohio limited liability company, subsidiaries and affiliates, with offices at 201 East Fourth Street, Cincinnati, Ohio 45202 and, **THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF CINCINNATI** ("CPS"), with offices at 2651 Burnet Avenue, Cincinnati, Ohio 45219.

1. DEFINITIONS.

In addition to the terms defined elsewhere in this Agreement, the following terms will have the following meanings for purposes of this Agreement:

- 1.1 "Demarcation Point" - the point of physical separation of CBT's network, and associated responsibilities, from CPS's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for FUSE Dedicated Internet Access service presented by CBT to CPS.
- 1.2 "Ethernet LAN" - a type of LAN whereby a workstation on the LAN, prior to sending a message to another workstation on the LAN, "listens" to determine if any other workstation is sending a message. If the first workstation "hears" no other messages being sent, it is permitted to send a message. If two or more workstations begin sending messages simultaneously, then each workstation ceases sending the message and a pre-set, random amount of time must elapse before either workstation may attempt to send again. Ethernet LAN meets IEEE Standard 802.3 and operates at a Native Mode of 10/100 Mbps.
- 1.3 "FUSE Dedicated Internet Access" - the engineering, configuration, installation, maintenance and repair services provided by CBT to CPS to interconnect CPS's network to the FUSE Dedicated Internet Access network for passage to the Internet for data transmission.
- 1.4 "Local Area Network (LAN)" - a network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.
- 1.5 "Native Mode LAN" - the operating speed of the communication on the originating or terminating LAN.
- 1.6 "1.7 "Internet" - a Network of Global Computers as defined in 1996 running on Transmission Control Protocol (TCP), on top of Internet Protocol Version Four (IPv4).

2. TERM.

Unless terminated earlier as provided herein, this Agreement will commence on **July 1, 2012** ("Effective Date") and remain in effect until **June 30, 2017** ("Initial Term"). If renegotiation of this Agreement does not occur before expiration of the last successive term, this Agreement will be automatically changed to month-to-month service, subject to the rates thereof and conditions of this Agreement.

3. RATES AND OTHER CHARGES.

3.1 In consideration for CPS' Term Commitment above, CBT will provide FUSE Dedicated Internet Access at the rate set forth in the table below.

Service Description	Monthly Price	One-Time/Installation Price
700 Mbps FUSE Dedicated Internet Access	\$8,900	\$0.00

Upgrade options within the term:

1000Mbps FUSE Dedicated Internet Access \$12,000 per month

3.2 If CPS cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to FUSE Dedicated Internet Access prior to completion thereof, will reimburse CBT for the actual expenses incurred by CBT in connection with such modification prior to CBT's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which CPS would have otherwise been responsible.

3.3 Prior to the expiration of this Agreement, CPS and CBT may elect to sign a new "Terms and Conditions" Agreement, voiding this "Terms and Conditions" Agreement, and in the event of, such election, CPS may receive the applicable term discount, subject to the following conditions:

- (a) the monthly charges will be adjusted to the then current rates, effective with the effective date of the new contract term;
- (b) no amounts will be credited or refunded to CPS for payments made under the previous contract term, but nonrecurring charges will not be reapplied;
- (c) CPS may not elect an Agreement term that is shorter than the remainder of the current Agreement term.

3.5 CPS will be responsible for all taxes, assessments or other charges (excluding taxes based on CBT's net income) imposed upon or relating to the provision or use of the products and services provided hereunder. Such charges, including but not limited to regulated charges, are mandated by the Regulatory Commissions with jurisdiction over CBT and are not covered by tax exemption.

3.6 Cincinnati Public Schools (CPS) will have the ability to cancel this agreement with 30 days prior written notice upon non-appropriation of funds with no penalties.

4. PROVISION OF FUSE DEDICATED INTERNET ACCESS.

4.1 CBT will provide FUSE Dedicated Internet Access service as specified in Section 3 Other "optional" features relating to FUSE Dedicated Internet Access are also available to CPS if requested and agreed upon by the parties.

4.2 Subject to Section 5, CBT's provision of FUSE Dedicated Internet Access will include the maintenance and repair required to maintain the FUSE Dedicated Internet Access service and any premise equipment provided by CBT for the delivery of the Fuse Dedicated Internet Access Service in proper working order on CBT's side of the Demarcation Point.

4.3 FUSE Dedicated Internet Access will be available 24 hours per day, 7 days per week, except as required to update, enhance, maintain and/or repair FUSE Dedicated Internet Access. CBT reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. Downtime due to scheduled maintenance is not subject to the Repair and Response policies in Section 5.

4.4 If a major outage to CBT's network occurs, including FUSE Dedicated Internet Access, CBT will use best efforts to restore FUSE Dedicated Internet Access service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.

4.5 CBT will furnish CPS with a telephone number that CPS will use to report any trouble with FUSE Dedicated Internet Access (1-800-FUSENET, Option 3, Option 6, Option 5).

4.6 CBT will furnish CPS with Internet protocol addresses within five (5) business days of receipt of executed Agreement.

4.7 Unless otherwise agreed in writing, CBT will provide FUSE Dedicated Internet Access service for TCP/IP based communication protocols for transmission across the Internet only.

4.8 The electrical signals of FUSE Dedicated Internet Access will operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 10/100 Mbps, IEEE Standard 802.3 (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).

5. REPAIR - RESPONSE TIME.

5.1 CBT guarantees the availability of CPS's network through the FUSE Dedicated Internet Access network and to the Internet 99% of the time. This availability will be determined by verification that CPS's network is "reachable" 99% of the times checked from the furthest point in CBT's FUSE Dedicated Internet Access network. For each 1% below the 99% stated availability, CBT will credit CPS \$100.

5.2 CBT will use its best efforts to repair any inoperable FUSE Dedicated Internet Access port within four (4) hours (residential-based dedicated Integrated Services Digital Network [ISDN] excluded) after CPS has notified CBT that such port is inoperable or it has come to

the attention of CBT that CPS's port is inoperable. If such port remains inoperable for more than eight (8) hours after CPS has notified CBT that such port is inoperable, CBT will credit CPS's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable.

5.3 The total amount of all credits for any one (1) inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be CBT's entire liability and CPS's exclusive remedy for any damages resulting from such inoperable port. The above-mentioned Repair and Response policies do not apply to any CBT Telephone facility outages (ISDN, T1, Frame Relay Network, LAN Advantage, Integrated Advantage).

6. LIMITATIONS ON LIABILITY.

6.1 CBT will not be responsible for damages, malfunctions or failures caused by (a) CPS's failure to follow any operation or maintenance instructions provided by CBT to CPS; (b) CPS's repair, modification to or relocation of equipment used to provide service hereunder, or attachment to such equipment of equipment not approved by CBT; and (c) abuse, misuse or negligent acts of Customer. CPS may request CBT to perform repair service for CPS in such instances on a time and materials or contract basis. CPS will not be held responsible by CBT for damages, malfunctions or failures caused by (a) CBT's failure to follow any operation or maintenance instructions provided by CPS to CBT; (b) CBT's repair, modification to or relocation of equipment used to provide service hereunder, or attachment to such equipment of equipment not approved by CPS; and (c) abuse, misuse or negligent acts of CBT.

6.2 At locations where CPS provides power to CBT, CBT is not responsible for out of service conditions caused by power outages.

6.3 EXCEPT AS SPECIFICALLY MADE HEREIN, CBT, ITS SUBCONTRACTORS AND SUPPLIERS (EXCEPT AS EXPRESSED IN WRITING BY THEM) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 IN NO EVENT WILL CBT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES, EVEN IF CBT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES OF THIS SECTION, "CBT" IS DEEMED TO INCLUDE CINCINNATI BELL TELEPHONE COMPANY LLC, ITS PARENT CBT INC. AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF EACH OF THEM.

6.5 The parties hereto agree that the limitations on CBT's liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult-to-ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the parties of the business risks inherent in this Agreement.

7. CUSTOMER'S OBLIGATIONS.

7.1 CPS acknowledges billing for FUSE Dedicated Internet Access service will commence when CBT's transport facility is provisioned.

7.2 CPS will furnish, at its expense, such space, electrical power and environmental conditioning at CPS's premises as CBT may reasonably require in connection with performing its obligations hereunder. CPS will permit CBT reasonable access to CPS's premises, in accordance with CPS's normal security procedures, in connection with providing service hereunder.

7.3 CPS will provide, install and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the CPS's side of the Demarcation Point. CPS shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with CBT's FUSE Dedicated Internet Access and conform to the Technical Reference Specifications furnished by CBT to CPS in connection with this Agreement.

7.4 CPS will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth in Section 4.8. CPS shall furnish any additional equipment or facilities necessary to comply with such standards at their expense.

7.5 Without the prior written consent of CBT, CPS will not access, or attempt to access, any equipment or facilities furnished by CBT in connection with this Agreement. CPS agrees to use Internet access only for lawful purposes. Any content that CBT in its sole discretion considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, offensive or otherwise objectionable shall entitle CBT to immediately terminate service without notice. Similarly, conduct by CPS that in CBT's sole discretion restricts or inhibits any other Internet Service Provider, subscriber, person or entity from using or enjoying FUSE Dedicated Internet Access or another service will not be permitted and shall entitle CBT to immediately terminate service without notice. Examples of such conduct include, but are not limited to, sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or "SPAM", Commercial advertisements in USENET News groups not intended for that purpose, attempts to access remote computing systems without permission, port scanning and any attempts to subvert any network security measures of FUSE Dedicated Internet Access or any other network. CPS will indemnify and hold harmless CBT, its officers, directors, employees and agents, from and against any loss or expense, of whatever nature, arising out of any unauthorized access to any equipment or facilities furnished by CBT in connection with this Agreement.

7.6 Prior to requesting repair service from CBT, CPS will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the FUSE Dedicated Internet Access service is a result of the Customer's equipment or facilities. CPS shall be responsible for any such trouble resulting from the Customer's equipment or facilities. CPS will cooperate with any joint testing of FUSE Dedicated Internet Access reasonably requested by CBT.

8. PROCEDURES REGARDING THIRD PARTY COMPLAINTS.

If CBT receives a complaint that any content provided by CPS through the use of FUSE Dedicated Internet Access, or provided by any party using CPS's account as permitted by this Agreement, infringes any copyright, trademark, service mark, or other intellectual property right of any third party; or constitutes fraud, false advertising, or misrepresentation; or constitutes libel, slander, or invasion of the right of privacy or publicity of any third party; or otherwise violates the terms of this contract; CBT reserves the right to take appropriate action including, without limitation, (i) taking down the offending material in compliance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, (ii) removing or disabling CPS's access to the FUSE Dedicated Internet Access service, and/or (iii) terminating CPS's Subscription, with or without prior notice to CPS.

9. TERMINATION.

CBT may terminate this Agreement upon default of CPS's payment or other obligations under this Agreement. CPS may terminate this Agreement with no liability if there is more than 24 hours of outage (contiguous or noncontiguous) within a two-month period. Outages during scheduled FUSE Dedicated Internet Access maintenance windows or caused by equipment or facilities not controlled by CBT are excluded. "Outage" means the inability of the CPS to communicate with or access any other Internet Service Provider, external to the FUSE Dedicated Internet Access network, via the IP Transmission Protocol. If CPS terminates this Agreement other than as set forth above, without cause, prior to the expiration of the initial term or the expiration of any successive term, if applicable, then without limiting CBT's other rights and remedies as a result thereof, CPS will pay to CBT a termination charge equal to all remaining amounts due or to become due under this Agreement, including but not limited to all monthly charges for which CPS would have been responsible if this Agreement had not been terminated. All terminations in service will result in IP addresses assigned to CPS by FUSE Dedicated Internet Access reverting back to FUSE Dedicated Internet Access.

10. TITLE TO EQUIPMENT AND FACILITIES.

All equipment and facilities used by CBT in providing FUSE Dedicated Internet Access hereunder will remain the sole property of CBT, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties with respect to specific equipment.

11. FORCE MAJEURE.

CBT shall have no liability for damages due to any cause beyond CBT's reasonable control, including but not limited to fire, explosion, lightning, pest damage, power surges, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil authorities or the public enemy, inability to secure materials, transportation failures, acts or omissions of communications carriers.

12. ASSIGNMENT.

Neither party may assign this Agreement without the written consent of the other, except that CBT may assign this Agreement to an affiliate or subsidiary of CBT so long as CBT remains responsible hereunder. CPS will not resell or permit any third party to use any of the services provided by CBT hereunder without written consent. Written consent by either party will not be unreasonably withheld.

13. SUBCONTRACTING / TECHNICIANS.

- 13.1 CBT may subcontract any or all of the work to be performed by it under this Agreement but will retain the responsibility for the work subcontracted.

- 13.2 CBT agrees that the technicians will be employees or contractors of CBT who will perform their duties solely under the direction and control of CBT. Such technicians shall be subject to the background screening process consistent with Ohio state laws.

14. NOTICES.

All notices, demands, requests, consents or approvals required hereunder will be in writing and will be delivered personally to a party or sent by facsimile transmission (followed by certified or registered mail), or by overnight courier service, or by certified or registered mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or to such other address as either party may give to the other in writing for such purpose:

To CBT:	Cincinnati Bell Telephone Company LLC 201 East Fourth Street, M/S 347-400 Cincinnati, Ohio 45202 Attn: Account Manager Fax No. (513) 731-4630
To CPS:	Cincinnati Public Schools 2651 Burnet Avenue Cincinnati, Ohio 45219 Attn: Director – Information Technology Services Fax No. (513) 363-0365

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered, or if sent by facsimile transmission, on the day on which transmitted, or if sent by overnight courier service, on the day after deposit thereof with such service, or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail.

15. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior discussions and agreements relating to the subject matter hereof. This Agreement may be amended or modified only in writing signed by CBT and CPS.

16. NO WAIVER.

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

17. GOVERNING LAW LIMITATIONS.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.

18. PARTIAL INVALIDITY.

If any term or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such invalidity, and the remainder of this Agreement shall remain in full force and effect; provided, however, that if such term or provision constitutes the essence of this Agreement then this Agreement shall be deemed terminated without such termination constituting a breach hereof.

19. BINDING EFFECT.

This Agreement will be binding upon and (subject to Section 13, above) inure to the benefit of the successors and assigns of each party.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CINCINNATI BELL TELEPHONE COMPANY LLC

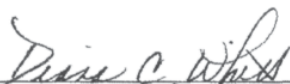
CITY SCHOOL DISTRICT OF THE CITY OF
CINCINNATI

By: 

Print Name: Steven A. Meek

Title: Sales Vice President, Government & Education

Date: 2-29-12

By: 

Print Name Diana C. Whitt

Title: Treasurer/CFO

Date: 3/13/12

SLD Appeal Attachment C – Form 470 Internet Instructions to Bidders – 1 page

FCC 470 Internet Services

Internet Services are currently provided through a 300 Mbps connection. We are not necessarily trying to upgrade the connection speed, just opening bids for providing the service. However, bidders are encouraged to submit a scaling bid including multiple offered speeds at 300 Mbps or above with individual rates and features so that we may determine the best value for service offering.

SLD APPEAL ATT D - Bid Responses from CBT and Windstream
13 pages - Note the potential for additional construction costs on
page 10 below.

FRN 2688391

**Bid documents and vendor communication –
separated by a blank page.**

From: <christine.allen@cinbell.com>
To: "Bernice Riga" <rigaber@cpsboe.k12.oh.us>
Date: 2/9/2012 1:15 PM
Subject: Re: Cincinnati Bell 2012 470 Response for Cincinnati Public Schools- Internet Follow up
Attachments: Cincinnati Bell Fuse Internet Access 470 Response - Itemized 2.7.2012.xls

Bernice:

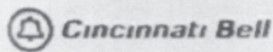
Here is the breakdown for Internet -

Please call me with any questions.

Thanks!

Christine Allen
Cincinnati Bell Telephone
Office 513.397.6396
Wireless 513.503.5367
Fax 1.866.549.1467

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you receive this in error, please contact the sender and destroy any copies of this document.

**470 Response Pricing Quote: ERATE 2012 #174050000996035**

for
Cincinnati City School District

Quote Date: 2/7/2012

Quote Expiration Date: N

Customer Information

Cincinnati City School District

Contact Name: Bernice Riga
Telephone Number: 513.363.0366
Email Address: rigaber@cpsboe.k12.oh.us

Length of Contract: 60 Months

Address: 2651 Burnet Ave. Cin

Service Description**Managed Dedicated Fuse Internet Access**

(Total Bundled Managed Enterprise Network Services on Separate Quotation)

Connectivity Components and Pricing 60 Month Term

Quantity	Item	One-Time Charge	Monthly Recurring Charge
1	300 Mbps Managed Dedicated Fuse Internet	\$ -	\$ 6,100.00

Upgrade Options within 60 Month Term

500 Mbps \$8100/ Month
600 Mbps \$8400/Month
700 Mbps \$8900/Month
1000Mbps \$12,000/Month

SPIN Numbers:

CBT Ohio Local Service 143001687
CBT KY Local Service 143001581
CB Wireless 143019517
CB Any Distance (long dist.) 143027197
CB Technology Solutions 143019566

SLD Information:

<http://www.universalservice.org>
1-888-203-8100

For more information contact the following:

Christine Allen, Account Manager
513.397.6396
christine.allen@cinbell.com

Steven A. Meek , Sales Vice President , Government and Education
513.397.0393
steve.meek@cinbell.com

Prices above are contingent upon signing a contract for the erate period associated with your Form 471 filed with the SLD.
Pricing above excludes 911, FCC Access Line Charges, Local Number Portability Charges, USF and Administrative Recovery Fees

Bernice Riga - RE: FW: CPS Voice-Avaya Q&A. Need answers ASAP

From: "Woolsey, Christopher" <Christopher.Woolsey@windstream.com>
To: "Jeremy Gollihue (GollihJ@cpsboe.k12.oh.us)" <GollihJ@cpsboe.k12.oh.us>, ...
Date: 2/6/2012 6:08 PM
Subject: RE: FW: CPS Voice-Avaya Q&A. Need answers ASAP
CC: "Jones, Stephen" <Stephen.Jones@windstream.com>, "Doerflein, Dan" <Dan.D...

Jeremy, Jerry, and Bernice,

After our internal teams reviewed their pieces of the project we ran into some barriers. We are only be able to Bid on the "Internet 470" portion of things this E-Rate season. Due to Avaya's politics they will not allow us to quote a new core system without a lot of red tape that will take upward of 60+ days. Avaya protects the initial Dealer/Vendor very carefully and that is simply how they do business. It is a practice of the Brand that you are working with and not a limitation of Windstream that has generated this barrier. Since your WAN/VOIP is written as one specific document that makes it an all or nothing deal relative to E-Rate funding and therefore something we are unfortunately unable to bid on.

We will however bid on the internet portion of this with 300 Mbps, 500 Mbps, and 1 Gbps Internet access considerations and we have our teams rushing the last details through in our attempts to produce competitive bid options in time to meet the timeframe. Steve was under the weather today and just in case he is not available tomorrow please let me know a good time that a Windstream team member or myself can drop off those bids off in the afternoon. Additionally if there are any required formalities that have not yet been shared with us or documented that are required to do business with CPS I will need to identify those before tomorrow afternoon.

Our sales and engineering teams would like to see about establishing an Agenda to deliver an unsolicited Bid to you over the next few months that you can review and potentially use to help generate an RFP next E-Rate season that will open up your options more effectively to receive solutions outside of your current provider that can improve CPS communications and maintain a solid budget model for an extremely scalable managed solution.

Thanks for allowing Windstream a chance to partner with Cincinnati Public Schools.

Chris Woolsey
 Sales Engineer CLEC - Business Sales | Windstream
 344B Gest St. | Cincinnati, OH 45203
 christopher.woolsey@windstream.com | windstreambusiness.com
 o 513-842-7007 | f 513-842-7037 | care 800 600 5050



From: Jeremy Gollihue [mailto:GollihJ@cpsboe.k12.oh.us]

file:///C:/Temp/XPgrpwise/4F30171FCPSdomCPSadmin100134696C1F2181/GW_00001.H... 2/9/2012

Sent: Friday, February 03, 2012 12:38 PM
To: Woolsey, Christopher; Jones, Stephen
Cc: Bernice Riga; Jerry Roberts
Subject: RE: FW: CPS Voice-Avaya Q&A. Need answers ASAP

I'm sorry but I am not sure what you mean. Unlike the data network which transitions to CPS responsibility once it passes the router port the VOIP internal network remains independent and in the ownership, management, and services of the bidder by design as defined in the Requirements Document. This would include all service and equipment from core to handset but not to include the handset itself. If you mean to ask if we have a specific hardware requirement than no, specifications and manufacturer are left to the bidder and their implementation/compatibility design.

Let me know if you need additional information or clarification.

Thanks,

Jeremy D. Gollihue
CPS Lead Network Engineer
gollihj@cpsboe.k12.oh.us
513-363-0367

Check out our District website: <http://www.cps-k12.org/>
Check out our Public Dashboard: <https://dashboard.cps-k12.org/dashboard/public/>
Check out our Social Media site: <http://www.iamcps.org/>

>>> "Woolsey, Christopher" <Christopher.Woolsey@windstream.com> 2/3/2012 12:11 PM >>>

What do you expect for the VOIP MPLS handoff at the EC – Data Center?

Chris Woolsey
Sales Engineer 1 CLEC - Business Sales | Windstream
344B Gest St | Cincinnati, OH 45203
christopher.woolsey@windstream.com | windstreambusiness.com
o 513-842-7007 | f 513-842-7037 | care 800 600 5050



From: Jeremy Gollihue [mailto:GollihJ@cpsboe.k12.oh.us]
Sent: Thursday, February 02, 2012 7:00 AM
To: Woolsey, Christopher; Jones, Stephen
Cc: Bernice Riga; Jerry Roberts
Subject: RE: FW: CPS Voice-Avaya Q&A. Need answers ASAP

file:///C:/Temp/XPgrpwise/4F30171FCPSdomCPSadmin100134696C1F2181/GW_00001.H... 2/9/2012

Unfortunately I am not aware of the availability of that information or the difficulty in producing it within the time constraints needed. I am copying Mr. Roberts as he would be the one to provide those answers as well as the data if it is viable to do so.

Thanks,

Jeremy D. Gollihue
CPS Lead Network Engineer
gollihj@cpsboe.k12.oh.us
513-363-0367

Check out our District website: <http://www.cps-k12.org/>
Check out our Public Dashboard: <https://dashboard.cps-k12.org/dashboard/public/>
Check out our Social Media site: <http://www.iamcps.org/>

>>> "Woolsey, Christopher" <Christopher.Woolsey@windstream.com> 2/1/2012 10:44 PM >>>
Jeremy, Not sure if this will work but an exact phone inventory. Even if it is not broken down per site. Avaya has some unique requirements when it comes to the Survivable Remote Gateway units they use which is why I was asking about the site by site list. But a total active phone count would enable me to get at least the license model costs to build a "not to Exceed" type of price model for the VOIP system design.

>>>From: Jones, Stephen Sent: Wednesday, February 01, 2012 5:24 PM >>>
To: Jeremy Gollihue Cc: Bernice Riga (Rigaber@cpsboe.k12.oh.us); Woolsey, Christopher Subject: RE: FW: CPS Voice-Avaya Q&A. Need answers ASAP Jeremy. The Form 470 ending in 6035 for Internet services for 63 locations does not list capacity/speeds you need. Is there an attachment? Stephen Jones Account Executive stephen.jones@windstream.com Office: 513-842-7039 Fax: 513-842-7037 From: Jeremy Gollihue [mailto:GollihJ@cpsboe.k12.oh.us] Sent: Wednesday, February 01, 2012 4:25 PM To: Jones, Stephen Cc: Bernice Riga; Jerry Roberts Subject: Re: FW: CPS Voice-Avaya Q&A. Need answers ASAP Mr. Jones. Unfortunately we are not be able to gather and provide this level of detailed information within the time frame needed. I have forwarded this to Mr. Roberts, the other gentleman you met today and he is going to attempt to get whatever additional, usable information to you as he can as time permits. To be on the safe side it would be most beneficial to see a scaling cost based on a best guess low and high end assumption. In other words, based on standard estimates of minimum line needs and maximum line needs based on the DID ranges and services requested as provided in the Requirements Documentation. Thanks, Jeremy D. Gollihue CPS Lead Network Engineer gollihj@cpsboe.k12.oh.us 513-363-0367 Check out our District website: <http://www.cps-k12.org/> Check out our Public Dashboard: <https://dashboard.cps-k12.org/dashboard/public/> Check out our Social Media site: <http://www.iamcps.org/> >>> "Jones, Stephen" <STEPHEN.JONES@WINDSTREAM.COM> 2/1/2012 3:52 PM >>> If you get a chance please complete and forward the attached info and the quick questions below. Thanks. Stephen Jones Account Executive stephen.jones@windstream.com Office: 513-842-7039 Fax: 513-842-7037 From: Woolsey, Christopher Sent: Wednesday, February 01, 2012 1:54 PM To: Jones, Stephen Cc: Dattilo, Gus Subject: CPS Voice-Avaya Q&A. Need answers ASAP Importance: High Please have CPS complete the attached list today due to timeline barriers. Need ZIP code and phone inventory just to confirm details. We do not have time to guess and get any of this wrong. Questions and details to account for today: # of VM ports: Storage Hours for VM: DID Range: (513) 360-0000 --> (513) 360-9999 We already confirmed a Centralized Model but just in case more detail is necessary Voice Model: (Example: Central Receptionist for all schools or 1 per school) Conferencing Ability: (What do you expect and how many bridges or concurrent users would be required) 2500 Analog (EMERGENCY PHONES on POTS Lines) – Do these go through the PBX at all? (I assume no)... If time permits or info is readily available the following would be helpful. Handset Inventory: (exact Quantities allocated to which buildings – please indicate on attached spreadsheet) 4602 4610 4620 6408 6416 6424 Thanks Chris Woolsey Sales Engineer CLEC - Business Sales | Windstream 344B Gest St | Cincinnati, OH 45203 christopher.woolsey@windstream.com | windstreambusiness.com o: 513-842-7007 | f: 513-842-7037 | care: 800.600.5050 [cid:image001.jpg@01CCE106.679C9470]

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Bernice Riga - Fw: CPS - WXN BID - DIA ACCESS

From: "Woolsey, Christopher" <Christopher.Woolsey@windstream.com>
To: "rigaber@cpsboe.k12.oh.us" <rigaber@cpsboe.k12.oh.us>, "dansdoerflein..."
Date: 2/8/2012 11:25 AM
Subject: Fw: CPS - WXN BID - DIA ACCESS
Attachments: Cincinnati Public Schools WXNFiber network Bid - January 2012.doc

Here you go and thanks.

From: Woolsey, Christopher
Sent: Wednesday, February 08, 2012 10:11 AM
To: Woolsey, Christopher
Subject: CPS - WXN BID - DIA ACCESS

CPS - WXN BID - DIA ACCESS

Chris Woolsey
Sales Engineer 1 CLEC - Business Sales | Windstream
344B Gest St | Cincinnati, OH 45203
christopher.woolsey@windstream.com | windstreambusiness.com
o 513-842-7007 | f 513-842-7037 | care 800 600 5050



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Cincinnati Public Schools WXN Fiber network Bid, formerly KDL Inc.

This is an additional quote based on a separate infrastructure we own in the area. Use of this network is unique as it offers fully Dedicated Internet Access (DIA) and does not work off of a traditional switched and shared network topology. Utilizing the Dedicated Fiber Infrastructure we will build to your location using a topology that is extremely scalable from 100 Mbps up to 10 Gbps today and as technology improves could even support up to 40 Gbps or even 100 Gbps of service by simply upgrading the electronics & backhaul capacities that Windstream will be managing as the technology of the routers and fiber connectors improve.

Windstream proposes the use of this type of infrastructure primarily for high demand internet needs of educational facilities, large enterprise, and major healthcare organizations. Some of the origins of this network are inclusive of the KPEN network in Kentucky which supports over 70% of the Educational facilities in the State and has spread to 26+ states and continues to grow.

Scaling Bid Rates

250 Mbps Dedicated Internet Access

- Monthly Recurring Cost: \$5658.76
- Non Recurring Cost: \$3,290.00

500 Mbps Dedicated Internet Access

- Monthly Recurring Cost: \$5839.36
- Non Recurring Cost: \$3,290.00

1000 Mbps Dedicated Internet Access

- Monthly Recurring Cost: \$9158.94
- Non Recurring Cost: \$3,290.00

Windstream NTI Spin: 143030766

These Bid rates are inclusive of a best estimate of construction costs at the time of the proposal but there is still an opportunity for additional construction and build costs. These costs would be identified prior to any construction beginning and the details shared with the customer for review and acceptance.



Bernice Riga - Fwd: Re: Fw: CPS - WXN BID - DIA ACCESS

From: Bernice Riga
To: Riga, Bernice
Date: 2/9/2012 1:04 PM
Subject: Fwd: Re: Fw: CPS - WXN BID - DIA ACCESS

FOR DOCUMENTATION PURPOSES

I just spoke via telephone to Christopher Woolsey, from Windstream.

Although they had originally planned to submit two invoices from their two companies (see previous email from them), the ONE invoice that was actually submitted is the only one they want considered.

Bernice Riga

Bernice Patrick Riga
Special Projects / E-Rate Management
Cincinnati Public Schools
CELL: 513-827-2778 (preferred)
LAND: 513-363-0366
FAX 513-363-0109

Check out our District website: www.cps-k12.org (<http://www.cps-k12.org/>)
Check out our Public Dashboard: <https://dashboard.cps-k12.org/dashboard/public/>
Check out our Social Media site: <http://www.iamcps.org/>

>>> Bernice Riga 2/9/2012 1:02 PM >>>

Bernice Patrick Riga
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>>> Bernice Riga 2/9/2012 12:54 PM >>>
Hi Stephen & Christopher -

Please contact me immediately. Our team meets very shortly, and I just realized that the bid I received via email from you and the bid dropped off at the Education Center are identical. I understood that you were going to submit two different bids for the internet access. I've checked our email system three times now, but it IS

possible that if one email exceeded 10mb it would have been blocked by our email filters.

I'll attempt to contact Stephen by telephone also.

Thank you!
Bernice

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>>> "Woolsey, Christopher" <Christopher.Woolsey@windstream.com> 2/8/2012 11:24 AM >>>
Here you go and thanks.

From: Woolsey, Christopher
Sent: Wednesday, February 08, 2012 10:11 AM
To: Woolsey, Christopher
Subject: CPS - WXN BID - DIA ACCESS

CPS - WXN BID - DIA ACCESS

Chris Woolsey
Sales Engineer 1 CLEC - Business Sales | Windstream
344B Gest St | Cincinnati, OH 45203
christofer.woolsey@windstream.com | windstreambusiness.com
o 513-842-7007 | f 513-842-7037 | care 800 600 5050



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SLD Appeal Att E: LOA for consultant providing
assistance on this appeal. 1 page



Education Center

P.O. Box 5381 * Cincinnati, OH 45201-5381 * Phone: 1-513-363-0366

E-Rate LOA (Letter of Agency)

To Whom It May Concern:

We have retained Don Dietrich of E-Rate Professionals under contract as an Independent Consultant to assist the district in working with E-Rate issues for **Funding Year 2014 and all prior years** in all areas of Telecommunications, Internet Services, Internal Connections and Maintenance. He will be assisting us with compliance issues, forms preparation and other areas of our E-Rate funding program as required. His contact information is shown below:

Donald J. Dietrich
E-Rate Professionals.com
200 Oakbriar Farm Drive
Ballwin, MO 63021
Phone: 314-378-1667
Fax: 636-256-9317
e-mail: ddietrich@E-RateProfessionals.com

This LOA will remain in effect from the date of signing through June 30, 2015.

Signature of District Authority:

Date: 7-31-14

Printed Name / Title:

Jeremy Golliver / ITM, Manager of Infr. & Support

School District Name:

Cincinnati City School District